

JS-6

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

LOANDEPOT.COM, LLC d/b/a
IMORTGAGE, Delaware Limited
Liability Company

Plaintiff,

v.

HOME LOAN GUARANTEE, LLC
d/b/a/ IMORTGAGE LENDING, Arizona
Limited Liability Company

Defendant.

Case No.: 8:15-cv-571

Judge: Hon. James V. Selna

JUDGMENT

Hearing Date: December 7, 2015
Hearing Time: 1:30 p.m.
Court room: 10C

VENABLE LLP
2049 CENTURY PARK EAST, SUITE 2100
LOS ANGELES, CA 90067
310-229-9900

Plaintiff loanDepot.com, LLC d/b/a imortgage (“Plaintiff”) filed this action for (1) violation of the Lanham Act, 15 U.S.C. § 1125(a); (2) violation of the Anticybersquatting Consumer Protection Act, 15 U.S.C. § 1125(d); (3) common law trademark and trade name infringement; (4) unfair competition and unfair business practices under Cal. Bus. & Prof. Code § 17200, *et seq.*, and (5) common law unfair competition (Docket No. 1) (“Complaint”) on April 10, 2015. Defendant Home Loan Guarantee, LLC d/b/a iMortgage Lending, Arizona Limited Liability Company (“Defendant”) failed to respond to the Complaint, and on September 21, 2015, the Clerk of this Court entered a Default against Defendant pursuant to Fed. R. Civ. P. 55(a). Having fully considered Plaintiff’s Motion for Default Judgment, and for good cause shown,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED Plaintiff’s Motion for Default Judgment is hereby GRANTED in full and a judgment is entered in favor of Plaintiff and against Defendant on all causes of action in Plaintiff’s Complaint, including relief as follows:

1. Defendant shall pay to Plaintiff \$50,000 in statutory damages.
2. Plaintiff is awarded, and Defendant shall pay to Plaintiff, \$56,089.10 in attorneys’ fees, and \$626.00 in costs.
3. The domain name, www.imortgagelending.com, shall immediately be transferred to Plaintiff. Defendant shall immediately relinquish all rights, title, and interest thereto. Defendant shall take any and all actions necessary to transfer ownership of that domain name to Plaintiff.
4. Defendant, and its principals, directors, officers, agents, servants, employees, attorneys, successors, assigns, and all those persons in active concert or participation with any of them, are hereby permanently enjoined from:
 - a. Using Plaintiff’s IMORTGAGE.COM, IM IMORTGAGE, IM, or IMORTGAGE marks (“Plaintiff’s Marks”), or any mark confusingly similar thereto, including IMORTGAGE LENDING

- 1 or IMORTGAGELENDING, to promote, offer, render, advertise,
2 or identify any lending services or related goods or services;
3 b. Otherwise infringing Plaintiff's Marks or damaging Plaintiff's
4 goodwill;
5 c. Unfairly competing with Plaintiff in any manner whatsoever;
6 d. Registering, trafficking in, or using any domain name or names
7 containing the mark IMORTGAGE or any of Plaintiff's Marks, or
8 any mark, word or symbol confusingly similar thereto;
9 e. Using the domain name www.imortgagelending.com and/or any
10 other URL's that incorporate any of Plaintiff's Marks;
11 f. Falsely designating the origin of Defendant's services;
12 g. Using in commerce any word, term, name, symbol, or device, or
13 any combination thereof, or any false designation of origin, false or
14 misleading description of fact, or false or misleading
15 representation of fact that is likely to cause confusion, to cause
16 mistake, or to deceive regarding the origin, sponsorship, or
17 approval of Defendant's services or to falsely imply a connection
18 or affiliation with Plaintiff or Plaintiff's services;
19 h. Causing a likelihood of confusion or injuring Plaintiff's business
20 reputation; and
21 i. Assisting, inducing, encouraging, causing, materially contributing
22 to, or aiding and abetting any other person or entity to perform any
23 of the acts described in (a) through (h) above.
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1 5. Finding no just reason to delay the entry of this Judgment, the Court
2 hereby directs the entry of this Judgment as a final order pursuant to Fed. R. Civ.
3 P. 54. This Court retains jurisdiction over this Final Judgment for the purpose of
4 ensuring compliance with the terms hereof.

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6 **IT IS SO ORDERED.**

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9 Dated: December 22, 2015


The Honorable James V. Selna
United States District Judge

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PROOF OF SERVICE

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is Venable LLP, 2049 Century Park East, Suite 2100, Los Angeles, CA 90067.

On **December 14, 2015**, I served a copy ☒ / original ☐ of the foregoing document(s) described as **[PROPOSED] JUDGMENT** on the interested parties in this action addressed as follows

Home Loan Guarantee, LLC d/b/a
iMortgage Lending, Arizona Limited
Liability Company
Robert R. Neal (Registered Agent)
4656 E. Foothill Drive
Paradise Valley, Arizona 85253

Home Loan Guarantee, LLC d/b/a
iMortgage Lending, Arizona Limited
Liability Company
8107 E. Del Cadena Drive
Scottsdale, Arizona 85258

☒ By placing true copies thereof enclosed in a sealed envelope(s) addressed as stated above.

☒ **BY MAIL (FRCP 5(b)(1)(C)):** I am readily familiar with the firm's practice of collection and processing correspondence for mailing with the U.S. Postal Service. Under that practice such envelope(s) is deposited with the U.S. postal service on the same day this declaration was executed, with postage thereon fully prepaid.

☐ **BY PERSONAL SERVICE (FRCP 5(b)(1)(B)(i)):** I caused to be delivered such envelope(s) by hand to the addressee(s) as stated above.

☐ **BY ELECTRONIC MEANS (FRCP 5(b)(2)(E)):** Pursuant to FRCP 5(b)(2)(E), I served the above stated document by electronic means to the interested parties in this action whose names and e-mail addresses are listed above.

I declare that I am employed in the office of a member of the Bar of this Court at whose direction the service was made. I declare under penalty of perjury under the laws of the United States of America that the above is true and correct.

Executed on **December 14, 2015**, at Los Angeles, California.

/s/ Tamany Vinson Bentz
Tamany Vinson Bentz